

B27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT

Eastern District of Texas

In re Muhammad Amir
Debtor

Case No. 12-60484
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

- Creditor's Name: CAPITAL ONE, N.A. - BEST BUY CO., INC.
- Amount of the debt subject to this reaffirmation agreement:
\$ 1,158.67 on the date of bankruptcy \$ 1,158.67 to be paid under reaffirmation agreement
- Annual percentage rate of interest: 0 % prior to bankruptcy
0 % under reaffirmation agreement (☒ Fixed Rate ☐ Adjustable Rate)
- Repayment terms (if fixed rate): \$ 50.00 per month for 24 months
- Collateral, if any, securing the debt: Current market value: \$ 1,158.67
Description: MACBOOK, HARD DRIVES, XBOX 40" TV, IPOD
- Does the creditor assert that the debt is nondischargeable? Yes ☒ No
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$ 0
Schedule I, line 16
- 8A. Total monthly expenses \$ 350
from Schedule J, line 18
- 9A. Total monthly payments on \$ 0
reaffirmed debts not listed on
Schedule J

Debtor's Income and Expenses as Stated on Reaffirmation Agreement

- 7B. Monthly income from all \$ 0
sources after payroll deductions
- 8B. Monthly expenses \$ 350
- 9B. Total monthly payments on \$ 50
reaffirmed debts not included in
monthly expenses
- 10B. Net monthly income \$ (350)
(Subtract sum of lines 8B and 9B from
line 7B. If total is less than zero, put the
number in brackets.)

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11. Explain with specificity any difference between the income amounts (7A and 7B):

12. Explain with specificity any difference between the expense amounts (8A and 8B):

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

Signature of Debtor (only required if
line 11 or 12 is completed)

Signature of Joint Debtor (if applicable, and only
required if line 11 or 12 is completed)

Other Information

☒ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt: Debtor is currently looking for employment.
Payment will be made.

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?
☒ Yes ☐ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?
☒ Yes ☐ No

FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

Signature

Jaime Watkins
Print/Type Name & Signer's Relation to Case

B240A (Form H240A) (04/10)

Check one.

☒ Presumption of Undue Hardship

☐ No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation,
Part II below, to determine which box to check.

UNITED STATES BANKRUPTCY COURT

Eastern District of Texas

In re Muhammad Amir
Debtor

Case No. 12-60484

Chapter 7

REAFFIRMATION DOCUMENTS

Name of Creditor: CAPITAL ONE, N.A. - BEST BUY CO., INC.

☐ Check this box if Creditor is a Credit Union

PART I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this form.

A. Brief description of the original agreement being reaffirmed: Secured revolving account
For example, auto loan

B. AMOUNT REAFFIRMED: \$ 1158.67

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before _____, which is the date of the Disclosure Statement portion of this form (Part V).

See the definition of "Amount Reaffirmed" in Part V, Section C below.

C. The ANNUAL PERCENTAGE RATE applicable to the Amount Reaffirmed is 0 %.

See definition of "Annual Percentage Rate" in Part V, Section C below.

This is a (check one) ☒ Fixed rate

☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

B240A, Reaffirmation Documents

Page 2

D. Reaffirmation Agreement Repayment Terms (check and complete one):

☒ \$ 50.00 per month for 24 months starting on 11/20/12

☐ Describe repayment terms, including whether future payment amount(s) may be different from the initial payment amount.

E. Describe the collateral, if any, securing the debt:

Description: MACBOOK, HARD DRIVES, XBOX, 40" TV, IPOD
Current Market Value \$ 1158.67

F. Did the debt that is being reaffirmed arise from the purchase of the collateral described above?
1158.67

☒ Yes. What was the purchase price for the collateral? \$

☐ No. What was the amount of the original loan? \$

G. Specify the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due (including fees and costs)	\$ 1,158.67	\$ 1158.67
Annual Percentage Rate	%	0 %
Monthly Payment	\$	\$ 50.00

H. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

PART II. DEBTOR'S STATEMENT IN SUPPORT OF REAFFIRMATION AGREEMENT

A. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☒ Yes ☐ No

B. Is the creditor a credit union?

Check one. ☐ Yes ☒ No

B240A, Reaffirmation Documents

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C. If your answer to EITHER question A. or B. above is "No," complete 1. and 2. below.

1. Your present monthly income and expenses are:

- a. Monthly income from all sources after payroll deductions
(take-home pay plus any other income) \$ 0
- b. Monthly expenses (including all reaffirmed debts except
this one) \$ 3510
- c. Amount available to pay this reaffirmed debt (subtract b. from a.) \$ (3510)
- d. Amount of monthly payment required for this reaffirmed debt \$ 50.00

If the monthly payment on this reaffirmed debt (line d.) is greater than the amount you have available to pay this reaffirmed debt (line c.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."

2. You believe that this reaffirmation agreement will not impose an undue hardship on you or your dependents because:

Check one of the two statements below, if applicable:

- ☐ You can afford to make the payments on the reaffirmed debt because your monthly income is greater than your monthly expenses even after you include in your expenses the monthly payments on all debts you are reaffirming, including this one.
- ☒ You can afford to make the payments on the reaffirmed debt even though your monthly income is less than your monthly expenses after you include in your expenses the monthly payments on all debts you are reaffirming, including this one, because:
Debtor is currently looking for employment. Payment to be made.

Use an additional page if needed for a full explanation.

D. If your answers to BOTH questions A. and B. above were "Yes," check the following statement, if applicable:

- ☐ You believe this Reaffirmation Agreement is in your financial interest and you can afford to make the payments on the reaffirmed debt.

Also, check the box at the top of page one that says "No Presumption of Undue Hardship."

B240A, Reaffirmation Documents

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PART III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I hereby certify that:

- (1) I agree to reaffirm the debt described above.
- (2) Before signing this Reaffirmation Agreement, I read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- (3) The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- (4) I am entering into this agreement voluntarily and am fully informed of my rights and responsibilities; and
- (5) I have received a copy of this completed and signed Reaffirmation Documents form.

SIGNATURE(S) (If this is a joint Reaffirmation Agreement, both debtors must sign.):

Date 7-30-12 Signature [Signature] Debtor
Date 7-30-12 Signature [Signature] Joint Debtor, if any

Reaffirmation Agreement Terms Accepted by Creditor:

Creditor CAPITAL ONE, N.A. - BEST BUY CO., INC. C/O Bass & Associates, P.C., 3936 E. Ft. Lowell Ste 200, Tucson, AZ, 85712
Print Name Address
Jaime Watkins [Signature] 7/3/12
Print Name of Representative Signature Date

PART IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☒ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date 7-30-12 Signature of Debtor's Attorney [Signature]
Print Name of Debtor's Attorney William H. Lively, Jr.

PART V. DISCLOSURE STATEMENT AND INSTRUCTIONS TO DEBTOR(S)

Before agreeing to reaffirm a debt, review the terms disclosed in the Reaffirmation Agreement (Part I above) and these additional important disclosures and instructions.

Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps, which are detailed in the instructions provided in Part V, Section B below, are not completed, the Reaffirmation Agreement is not effective, even though you have signed it.

A. DISCLOSURE STATEMENT

1. **What are your obligations if you reaffirm a debt?** A reaffirmed debt remains your personal legal obligation to pay. Your reaffirmed debt is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Your obligations will be determined by the Reaffirmation Agreement, which may have changed the terms of the original agreement. If you are reaffirming an open end credit agreement, that agreement or applicable law may permit the creditor to change the terms of that agreement in the future under certain conditions.
2. **Are you required to enter into a reaffirmation agreement by any law?** No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments that you agree to make.
3. **What if your creditor has a security interest or lien?** Your bankruptcy discharge does not eliminate any lien on your property. A "lien" is often referred to as a security interest, deed of trust, mortgage, or security deed. The property subject to a lien is often referred to as collateral. Even if you do not reaffirm and your personal liability on the debt is discharged, your creditor may still have a right under the lien to take the collateral if you do not pay or default on the debt. If the collateral is personal property that is exempt or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the collateral, as the parties agree or the court determines.
4. **How soon do you need to enter into and file a reaffirmation agreement?** If you decide to enter into a reaffirmation agreement, you must do so before you receive your discharge. After you have entered into a reaffirmation agreement and all parts of this form that require a signature have been signed, either you or the creditor should file it as soon as possible. The signed agreement must be filed with the court no later than 60 days after the first date set for the meeting of creditors, so that the court will have time to schedule a hearing to approve the agreement if approval is required. However, the court may extend the time for filing, even after the 60-day period has ended.
5. **Can you cancel the agreement?** You may rescind (cancel) your Reaffirmation Agreement at any time before the bankruptcy court enters your discharge, or during the 60-day period that begins on the date your Reaffirmation Agreement is filed with the court, whichever occurs later. To rescind (cancel) your Reaffirmation Agreement, you must notify the creditor that your Reaffirmation Agreement is rescinded (or canceled). Remember that you can rescind the agreement, even if the court approves it, as long as you rescind within the time allowed.

B240A, Reaffirmation Documents

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6. When will this Reaffirmation Agreement be effective?

a. If you *were* represented by an attorney during the negotiation of your Reaffirmation Agreement and

i. **If the creditor is not a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court unless the reaffirmation is presumed to be an undue hardship. If the Reaffirmation Agreement is presumed to be an undue hardship, the court must review it and may set a hearing to determine whether you have rebutted the presumption of undue hardship.

ii. **If the creditor is a Credit Union**, your Reaffirmation Agreement becomes effective when it is filed with the court.

b. If you *were not* represented by an attorney during the negotiation of your Reaffirmation Agreement, the Reaffirmation Agreement will not be effective unless the court approves it. To have the court approve your agreement, you must file a motion. See Instruction 5, below. The court will notify you and the creditor of the hearing on your Reaffirmation Agreement. You must attend this hearing, at which time the judge will review your Reaffirmation Agreement. If the judge decides that the Reaffirmation Agreement is in your best interest, the agreement will be approved and will become effective. However, if your Reaffirmation Agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home, you do not need to file a motion or get court approval of your Reaffirmation Agreement.

- 7. What if you have questions about what a creditor can do?** If you have questions about reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement. If you do not have an attorney helping you, you may ask the judge to explain the effect of this agreement to you at the hearing to approve the Reaffirmation Agreement. When this disclosure refers to what a creditor "may" do, it is not giving any creditor permission to do anything. The word "may" is used to tell you what might occur if the law permits the creditor to take the action.

B. INSTRUCTIONS

1. Review these Disclosures and carefully consider your decision to reaffirm. If you want to reaffirm, review and complete the information contained in the Reaffirmation Agreement (Part I above). If your case is a joint case, both spouses must sign the agreement if both are reaffirming the debt.
2. Complete the Debtor's Statement in Support of Reaffirmation Agreement (Part II above). Be sure that you can afford to make the payments that you are agreeing to make and that you have received a copy of the Disclosure Statement and a completed and signed Reaffirmation Agreement.
3. If you were represented by an attorney during the negotiation of your Reaffirmation Agreement, your attorney must sign and date the Certification By Debtor's Attorney (Part IV above).
4. You or your creditor must file with the court the original of this Reaffirmation Documents packet and a completed Reaffirmation Agreement Cover Sheet (Official Bankruptcy Form 27).
5. *If you are not represented by an attorney, you must also complete and file with the court a separate document entitled "Motion for Court Approval of Reaffirmation Agreement" unless your Reaffirmation Agreement is for a consumer debt secured by a lien on your real property, such as your home. You can use Form B240B to do this.*

H240A, Reaffirmation Documents

Page 7

C. DEFINITIONS

1. **"Amount Reaffirmed"** means the total amount of debt that you are agreeing to pay (reaffirm) by entering into this agreement. The total amount of debt includes any unpaid fees and costs that you are agreeing to pay that arose on or before the date of disclosure, which is the date specified in the Reaffirmation Agreement (Part I, Section B above). Your credit agreement may obligate you to pay additional amounts that arise after the date of this disclosure. You should consult your credit agreement to determine whether you are obligated to pay additional amounts that may arise after the date of this disclosure.
2. **"Annual Percentage Rate"** means the interest rate on a loan expressed under the rules required by federal law. The annual percentage rate (as opposed to the "stated interest rate") tells you the full cost of your credit including many of the creditor's fees and charges. You will find the annual percentage rate for your original agreement on the disclosure statement that was given to you when the loan papers were signed or on the monthly statements sent to you for an open end credit account such as a credit card.
3. **"Credit Union"** means a financial institution as defined in 12 U.S.C. § 461(b)(1)(A)(iv). It is owned and controlled by and provides financial services to its members and typically uses words like "Credit Union" or initials like "C.U." or "F.C.U." in its name.

B24013 (Form B24013) (12/09)

UNITED STATES BANKRUPTCY COURT

Eastern District of Texas

In re: Muhammad Amir
Debtor

Case No. 12-60484

Chapter 7

MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because
(provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (check all applicable boxes):

☐ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B240A, Reaffirmation Documents)

Signed: _____
(Debtor)

(Joint Debtor, if any)

Date: _____

B240C (Form B240C) (12/09)

United States Bankruptcy Court

Eastern

District of Texas

In re Muhammad Amir

Debtor

Case No. 12-60484

Chapter 7

ORDER ON REAFFIRMATION AGREEMENT

The debtor(s) _____ has (have) filed a motion for approval of the reaffirmation agreement dated _____ made between the debtor(s) and creditor _____. The court held the hearing required by 11 U.S.C. § 524(d) on notice to the debtor(s) and the creditor on _____ (date).

COURT ORDER:

- ☐ The court grants the debtor's motion under 11 U.S.C. § 524(c)(6)(A) and approves the reaffirmation agreement described above as not imposing an undue hardship on the debtor(s) or a dependent of the debtor(s) and as being in the best interest of the debtor(s).
- ☐ The court grants the debtor's motion under 11 U.S.C. § 524(k)(8) and approves the reaffirmation agreement described above.
- ☐ The court does not disapprove the reaffirmation agreement under 11 U.S.C. § 524(m).
- ☐ The court disapproves the reaffirmation agreement under 11 U.S.C. § 524(m).
- ☐ The court does not approve the reaffirmation agreement.

BY THE COURT

Date: _____

United States Bankruptcy Judge

BEST BUY
00002469
TYLER , TX 75703
Store Phone Number 903 509 0690

SALE

Order: Date: 09/01/11 Term ID: 056 Cashier#: 00194607
07:43 PM

Product Code	Description	Quantity	Amount
9755322	MC700LL/A/COREI 5/4GB/320	1	1138.99
5426639	REWARD ZONE CARD	1	0.00
Subtotal			1138.99
Tax			93.96
Total			1232.95

Acct#: 3706
Payment Type: BBY CARD/HSBC
Amount: 750
Card Type: PL2
Tran#: 02465394
Auth#: 068795
Auth-CD: ELEC
Manual Tran Ind:
Signature:



Acct#: XXXXXXXXXXXXXXXX
Payment Type: Debit Card
Amount: 482.95

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I HAVE READ AND AGREE TO ALL
RETURN AND REFUND POLICIES
PRINTED ON THE BACK OF THIS
RECEIPT AND POSTED IN THE
STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
SHOWN ABOVE.
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INFORMATION AND PRICE MATCH POLICY
MAY VARY SLIGHTLY FROM IN-STORE POLICY.
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BEST BUY
00002469
TYLER , TX 75703
Store Phone Number 903 509 0690

SALE

Order: Date: 07/13/11 12:55 PM Term ID: 001 Cashier#: 00249374

Product Code	Description	Quantity	Amount
9234465	2TB INTERNAL 3.5" CAVIAR GRE	1	139.99
5426639	REWARD ZONE CARD	1	0.00
Subtotal			139.99
Tax			11.55
Total			151.54

Acct# 3706
Payment Type: BBY CARD/HSBC
Amount: 151.54
Card Type: PL2
Tran#: 02463539
Auth#: 006711
Auth-CD: ELEC
Manual Tran Ind:
Signature:



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STORE. I HAVE RECEIVED GOODS
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BEST BUY
00002469
TYLER, TX 75703
Store Phone Number 903 509 0690

SALE

Order: Date: 04/25/11 Term ID: 004 Cashier#: 00115474
05:07 PM

Product Code	Description	Quantity	Amount
1036858	XBOX 360 KINECT	1	149.99
1338089	X360- MOTIONSPO RTS	1	49.99
5426639	REWARD ZONE CARD	1	0.00
	GIFT CERT.	0	25.00
	Subtotal		224.98
	Tax		16.50
	Total		241.48

Acct#: 3706
Payment Type: BBY CARD/HSBC
Amount: 166.48
Card Type: PL2
Tran#: 02469162
Auth#: 010788
Auth-CD: ELEC
Manual Tran Ind:
Signature:



Acct#: XXXXXXXXXXXX
Payment Type: Gift Certificate
Amount: 50

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STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
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BEST BUY 00002469 TYLER , TX 75703 Store Phone Number 903 509 0690			
Exchange			
Order:	Date: 01/19/11 12:47 PM	Term ID: 041 Cashier#: 00874668	
Product Code	Description	Quantity	Amount
9595066	INSIGNIA 42" LCD 120HZ FHD	-1	-579.99
9761174	SONY BRAVIA KDL40EX400 LCD T	1	584.99
5426693	REWARD ZONE CARD	1	0.00
Subtotal			5.00
Tax			0.40
Total			5.40
Acct#: '3706 Payment Type: BBY CARD/HSBC Amount: 5.4 Card Type: PL2 Tran#: 02462529 Auth#: 017618 Auth-CD: ELEC Manual Tran Ind: Signature: Equipment Down			
KEEP YOUR RECEIPT! I HAVE READ AND AGREE TO ALL RETURN AND REFUND POLICIES PRINTED ON THE BACK OF THIS RECEIPT AND POSTED IN THE STORE. I HAVE RECEIVED GOODS AND/OR SERVICES IN THE AMOUNT SHOWN ABOVE. BESTBUY.COM RETURN AND EXCHANGE INFORMATION AND PRICE MATCH POLICY MAY VARY SLIGHTLY FROM IN-STORE POLICY. PLEASE LOG ONTO WWW.BESTBUY.COM FOR COMPLETE DETAILS >>>>>> ELECTRONIC COPY <<<<<<<			

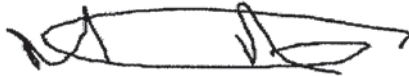
BEST BUY
00002469
TYLER , TX 75703
Store Phone Number 903 509 0690

SALE

Order: Date: 10/11/10 Term ID: 004 Cashier#: 164763
05:07 PM

Product Code	Description	Quantity	Amount
9225377	8GB TOUCH 4TH GEN	1	229.99
5426639	REWARD ZONE CARD	1	0.00
Subtotal			229.99
Tax			18.97
Total			248.96

Acct#: 3706
Payment Type: B&Y CARD/HSBC
Amount: 70
Card Type: PL2
Tran#: 24603740
Auth#: 021282
Auth-CD: ELEC
Manual Tran Ind:
Signature:



Acct#: XXXXXXXXXXXX\
Payment Type: Debit Card
Amount: 178.96

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STORE. I HAVE RECEIVED GOODS
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BEST BUY
00002469
TYLER , TX 75703
Store Phone Number 903 509 0690

SALE

Order: Date: 09/11/10 Term ID: 003 Cashier#: 249374
09:39 PM

Product Code	Description	Quantity	Amount
8699107	SANDISK 2GB MICROSD CARD	1	12.99
9771932	SAMSUNG TL240 BLK 14/7/3.5"T	1	159.99
5426639	REWARD ZONE CARD	1	0.00
Subtotal			172.98
Tax			14.26
Total			187.24

Acct# J706
Payment Type: ~~BUY~~ CARD/HSBC
Amount: 125
Card Type: PL2
Tran#: 24602622
Auth#: 077628
Auth-CD: ELEC
Manual Tran Ind:
Signature:



Acct#: XXXXXXXXXXXX
Payment Type: Credit Card
Amount: 62.24
Card Type: VISA
Tran#: 24602622
Auth#: 07928B
Auth-CD: ELEC
Manual Tran Ind:
Signature:



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RETURN AND REFUND POLICIES
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STORE. I HAVE RECEIVED GOODS
AND/OR SERVICES IN THE AMOUNT
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BESTBUY.COM RETURN AND EXCHANGE
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As required by law, the rates, fees and other costs of this credit offer are disclosed below. The Cardmember Agreement and Disclosure Statement ("Cardmember Agreement") sets forth all Account terms and will be sent with this card. Account terms may change. We have the right to change your APRs, fees, and other terms of any time, for any reason whatsoever, but we will notify you in advance of any change in the Cardmember Agreement. Account performance, use of your credit limit with us or any credit limit with another lender may affect the rates we charge in accordance with your Cardmember Agreement and applicable law.

All information is accurate as of 10/31/09 and subject to change.

Summary of Terms

Annual Percentage Rate (APR) for Purchases	Based upon our credit review a variable Customary APR of 14.24% for the Platinum MasterCard (Minimum 14.24%), or 19.24% for the Gold MasterCard (Minimum 19.24%), will apply.
Other APRs	Variable Cash APR for cash advances: 16.24% (Minimum Cash APR: 16.24%) Variable Default APR: 29.99% (Minimum Default APR: 29.99%; Maximum Default APR: 29.99%)
Variable Rate Information	Your APRs may vary. The rates are determined by adding the index (described below) and: <ul style="list-style-type: none"> 5.99% for the Platinum MasterCard or 10.99% for the Gold MasterCard ("Spread") for the Customary APR for credit and purchases and balance transfers. 17.99% ("Spread") for the Cash APR for cash advances, including cash advances made by credit card check. 17.99% ("Spread") for the Default APR. For each billing cycle, the index is determined in the month prior to the month in which the billing cycle ends. In that prior month, the highest U.S. Prime Rate published in the <i>Wall Street Journal</i> table of <i>The Mid-South Journal</i> is selected (the "Index"). If the index has changed, the new variable rates will take effect with the billing cycle that ends on or after the first day of the month following the index change.
Grace Period for Repayment of Balances for Purchases	25 days after the close of the previous billing cycle on new credit card purchases, provided you paid your previous balance in full.
Method of Computing the Balance for Purchases	Average Daily Balance (including new purchases) Method.
Annual Fee	\$0.
Minimum Finance Charge	\$2.00 for each billing cycle in which a periodic Finance Charge is payable.
Foreign Transaction Fee Finance Charge	1% of the U.S. dollar amount will apply to transactions made in a foreign currency.

Cash Advance Fee: 5% (\$10 minimum) on all cash advances by credit card check, through the ATM, or over the counter. \$6 (\$20 minimum) on all other advances. Periodic Finance Charge: 17.99% (Minimum 17.99%; Maximum 17.99%) on all cash advances, including cash advances made by credit card check. Balance Transfer Fee: 3% on balance transfers (\$15 minimum), unless otherwise disclosed. Periodic Finance Charge: 17.99% (Minimum 17.99%; Maximum 17.99%) on all balance transfers. Late Fee: \$25. Overhead Fee: \$25. Accessing the Mid-South Journal or any other source may result in an additional fee.

*The variable Customary APR will apply to cash advances, including cash advances made by credit card check.

*The variable Cash APR will apply to cash advances, including cash advances made by credit card check. Cash advances will be limited. Your cash advance limit is disclosed on your billing statement.

*If at any time, your Minimum Payment is not received in time to be credited to your Account by the Payment Due Date, as you credit your credit limit, your entire Account balance will increase to the Default APR. The Default APR is 29.99% (Minimum 29.99%; Maximum 29.99%) for the Platinum MasterCard, 34.99% (Minimum 34.99%; Maximum 34.99%) for the Gold MasterCard, and 29.99% (Minimum 29.99%; Maximum 29.99%) for the Gold MasterCard. The application is subject to credit review and approval by us. The application and our Cardmember Agreement will be governed by Federal law and the laws of the state of Illinois even if the credit card is used outside Illinois.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account. When this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Notice to California Residents: Except as noted by applicable law, we may provide credit information about your Account to our affiliated parent bank. This information may be used to qualify you for other credit offers. Member services may apply to a separate Account.

Notice to New York Residents: Consumer reports may be requested in connection with the processing of this Application and any resulting Account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies which have provided us with such reports.

Notice to Ohio Residents: This Ohio law requires credit card issuers to provide a copy of the cardholder's credit report to the cardholder upon request. The Ohio law requires credit card issuers to provide a copy of the cardholder's credit report to the cardholder upon request. The Ohio law requires credit card issuers to provide a copy of the cardholder's credit report to the cardholder upon request.

Notice to Maryland Residents: In general, most order or individual statement copying to reveal privacy will generally affect a cardholder's credit rating. In the time cardholder's credit rating is affected with a copy of the statement, your credit or statement, if not credit knowledge of the general process.

At our discretion, payments are generally applied to interest, fees and then principal balances. We apply your payments to lower APR balances before higher APR balances. The application of payments is subject to change at any time without notice.

PLATINUM REWARD ZONE MASTERCARD INITIAL DISCLOSURE STATEMENT

INTEREST RATE AND FINANCE CHARGES

Interest Rates
The APR on your Account on variable rates and are determined by adding a specified amount ("Spread") to an Index (described below). The APR is divided by 365 and rounded to the next highest hundredth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of Finance Charge.

Monthly Index For each billing cycle, the index is determined in the month prior to the month in which the billing cycle ends. In that prior month, the highest U.S. Prime Rate published in the *Wall Street Journal* table of *The Mid-South Journal* is selected (the "Index"). If the index has changed, the new variable rates will take effect with the billing cycle that ends on or after the first day of the month following the index change.

An increase in the index will increase your applicable Daily Periodic Rate which may increase the Finance Charge due on your Account. Each time any APR changes, we will apply it to any existing balances, excluding any Preauthorized Automatic APR that may apply.

Periodic Finance Charge Your variable Customary APR applies to credit and purchases and balance transfers. The Daily Periodic Rate is based on 17.99% of the index plus 5.99% ("Spread"). For example, for billing cycle ending 10/31/09, the rate of FINANCE CHARGE would have been a Daily Periodic Rate of 10.90% (corresponding to 17.99% ANNUAL PERCENTAGE RATE). The maximum rate of FINANCE CHARGE is a Daily Periodic Rate of 10.90% (corresponding to 17.99% ANNUAL PERCENTAGE RATE).

Cash APR Your variable Cash APR applies to cash advances, including cash advances made by credit card check. The Daily Periodic Rate is based on 17.99% of the index plus 17.99% ("Spread"). For example, for billing cycle ending 10/31/09, the rate of FINANCE CHARGE would have been a Daily Periodic Rate of 35.98% (corresponding to 17.99% ANNUAL PERCENTAGE RATE). The maximum rate of FINANCE CHARGE is a Daily Periodic Rate of 35.98% (corresponding to 17.99% ANNUAL PERCENTAGE RATE).

If at any time your Minimum Payment is not received in time to be credited to your Account by the Payment Due Date, or you exceed your credit limit, your entire Account balance will increase to the Default APR.

Default APR The Default APR for the variable Default APR is based on 17.99% of the index plus 17.99% ("Spread"). For example, for billing cycle ending 10/31/09, the rate of FINANCE CHARGE would have been a Daily Periodic Rate of 35.98% (corresponding to 17.99% ANNUAL PERCENTAGE RATE). The maximum rate of FINANCE CHARGE is a Daily Periodic Rate of 35.98% (corresponding to 17.99% ANNUAL PERCENTAGE RATE). The maximum rate of FINANCE CHARGE is a Daily Periodic Rate of 35.98% (corresponding to 17.99% ANNUAL PERCENTAGE RATE).

**GOLD REWARD ZONE MASTERCARD
INITIAL DISCLOSURE STATEMENT**

INTEREST RATE AND FINANCE CHARGES

Interest Rates
The APR on your Account on variable rates and are determined by adding a specified amount ("Spread") to an index (described below). The APR is divided by 365 and rounded to the next highest hundredth of a percentage point to determine your Daily Periodic Rate. The Daily Periodic Rate is used to determine the amount of Finance Charges.

Monthly bills for each billing cycle, the index is determined to the month prior to the month in which the billing cycle ends. In the first year, the index is the highest (U.S.) Three Year, adjustable rate, fully indexed to the Prime Rate. The index is selected (the "Index"). If the Index has changed, the new monthly rate will be set with the billing cycle after the date on or after the first day of the month following the index change.

In the month in which the index will increase you will receive your applicable Daily Periodic Rate which may increase the Finance Charge due on your Account. Each time any APR changes, we will apply it to any existing balance, including any Prepayment or Refund APR and any other.

Periodic Finance Charge Your variable Consumer APR applies to credit and purchases and balance transfers. The Daily Periodic Rate is based on 1/365th of the Index plus 17.99% ("Spread"). For example, for billing cycle ending 10/31/10, the rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR). The rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR). The rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR).

Card APR Your variable Card APR applies to cash advances, including cash advances made by credit card check. The Daily Periodic Rate is based on 1/365th of the Index plus 17.99% ("Spread"). For example, for billing cycle ending 10/31/10, the rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR). The rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR). The rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR).

If at any time your Minimum Payment is not received in time to be credited to your Account by the Payment Due Date, or you exceed your credit limit, your entire Account balance will increase to the Default APR.

Default APR The Default APR for the variable Default APR is based on 1/365th of the Index plus 17.99% ("Spread"). For example, for billing cycle ending 10/31/10, the rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR). The rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR). The rate of FINANCE CHARGE would have been a Daily Periodic Rate of .0271% (corresponding to 10.31% APR).

**THE FOLLOWING TERMS ARE PART OF THE INITIAL
DISCLOSURE STATEMENT FOR BOTH THE PLATINUM AND GOLD
REWARD ZONE MASTERCARDS**

Finance Charges

Finance Charges on the total of the greater of (a) Minimum Finance Charge, or (b) periodic Finance Charge, and any applicable (c) Cash Advances Fee Finance Charge, and (d) Foreign Transaction Fee Finance Charge.

(a) **Minimum Finance Charge** A Finance Charge that is assessed in lieu of a lesser periodic Finance Charge in any billing cycle in which a periodic Finance Charge is payable. The fee is \$2.00.

(b) **Periodic Finance Charge** Periodic Finance Charges are computed by multiplying the Average Daily Balance for each category of transactions shown on your statement (e.g., purchases, balance transfers, cash advances) by the applicable Daily Periodic Rate and then multiplying the result by the number of days in the billing cycle. To calculate the Daily Balance, we take the beginning daily balance for each category of transactions each day, add any new transactions, any payments, any periodic Finance Charges, any assessed fees and charges, and subtract any payments and/or credits. If a debit transaction occurs after the beginning of your billing cycle, but the transaction occurred prior to the beginning of your billing cycle, the applicable Daily Balance will be adjusted to include the transaction amount and any payments due. Periodic Finance Charges for each day the transaction amount was outstanding prior to the beginning of the current billing cycle. Then, for each transaction category, we add the Daily Balance for that billing cycle together and divide the total by the number of days in the billing cycle. This is the Average Daily Balance for each transaction category.

(c) **Cash Advances** Periodic Finance Charges begin to accrue on the date of the transaction and continue to accrue until payment in full is credited to your Account. However, there is a 7.5 day Grace Period on new credit card purchases. That means, if the New Balance shows on your last statement is paid in full by the Payment Due Date for that statement, periodic Finance Charges will not be imposed on new credit card purchases, provided the New Balance for the current billing cycle is paid in full by the Payment Due Date for that billing cycle. If, however, the New Balance is not paid in full by the Payment Due Date for the immediately preceding billing cycle, periodic Finance Charges will be assessed on new credit card purchases (e.g., purchases appearing for the first time in the current cycle) from the date of the transaction and on the previously billed but unpaid cash advance purchases from the first day of the current cycle.

(7) **Cash Advances** (including balance transfers and credit card checks). Periodic Finance Charges begin to accrue on the date of the transaction and continue to accrue until payment in full is credited to your Account. There is no Grace Period on cash advances.

Periodic Finance Charges will be calculated using the Daily Periodic Rate in effect on the statement closing date. Any late Finance Charge may cause the APR on the billing statement on which the late Finance Charge fee appears to be increased to the Default APR.

(8) **Cash Advances Fee** Finance Charge. Cash advances include all advances to get cash over the counter, through an ATM, balance transfers (if enabled), credit card checks (if enabled), or over "cash-like" transactions (such as preloading a money order, traveler's check, credit or debit card, or a money order) as determined by us. A Finance Charge will be computed on the amount of each cash advance as of the date of the transaction. The Cash Advance Fee FINANCE CHARGE for all cash advances by credit card check, through the ATM, or over the counter is 3% (\$10 maximum), unless otherwise indicated. The Cash Advances Fee FINANCE CHARGE for balance transfers is 3% (\$10 maximum), unless otherwise indicated. The Cash Advances Fee FINANCE CHARGE for all cash advances is 3% (\$10 maximum).

(9) **Foreign Transaction Fee** Finance Charge. A foreign transaction fee FINANCE CHARGE of 1% of the U.S. dollar amount is assessed on transactions made in a foreign currency. Your billing statement will list the transactions separately from the foreign transaction fee Finance Charge.

ACCOUNT FEES

Annual Fee/Periodic Membership Fee

There is no Annual Fee/Periodic Membership Fee on your Account.

Late Payment Fee

A Late Payment Fee is assessed for each billing cycle in which all of the Minimum Payment, and any amount past due, is not paid in time to be credited to the Account by the Payment Due Date. This fee is \$35.

Overhead Fee

An Overhead Fee is assessed if the Account balance exceeds the applicable credit limit at any time during a billing cycle. The fee is assessed for the month in which the Account balance exceeds the applicable credit limit. The fee is \$25.

Other Fees and Charges

Returned Payment Fee

A Returned Payment Fee is assessed to the Account each time a payment check, automatic payment deduction, or other payment method is not honored or is returned uncollected by the bank or other financial institution. Any payment method considered for any reason may be reported in any type of transaction (e.g., cash advance, purchases, etc.) and Finance Charges may be assessed based on the payment date of the APV being charged for that transaction. This fee is \$35.

Returned Check Fee

A Returned Check Fee is assessed to the Account each time a credit card check, balance transfer check (if enabled), electronic check or other Account credit device is returned uncollected by us for any reason. This fee is \$35.

Check by Phone

A Check by Phone Fee is assessed to the Account each time a payment is made by telephone, even if the payment is made by someone other than you.

Stop Payment Fee

A Stop Payment Fee is added to the cash advance balance when a payment of a credit card check is stopped at your request. Payment may be stopped on a credit card check by notifying us in writing or by calling us at the telephone number listed on the Account billing statement, so long as such check has not already been processed. A stop payment request must include the check number, paper, amount, and date of the credit card check on which payment is to be stopped. If a stop payment is requested by telephone, the call must be confirmed in writing within 14 days. A written stop payment request will remain in effect for six months unless renewed in writing.

Send stop payment requests to: 800.804.5, Salary, CA 95012-0045. This fee is \$29.

Research Fee

A \$7 Research Fee is assessed to the Account for each sales slip copy, \$5 for each statement copy and \$10 for each appropriate copy you request.

ADDITIONAL TERMS

Arbitration

The Cardholder Agreement and Disclosures Statement ("Agreement") that you will receive with your card, if you are approved for credit, provides that certain disputes are subject to binding arbitration. Arbitration means that you are going to court, settling the right to a jury and the right to participate in a class action or similar proceeding. Please read the "Arbitration" section of the Agreement carefully.

REWARD ZONE PROGRAM RULES FOR THE REWARD ZONE® PROGRAM MASTERCARD®

Membership associated with the Reward Zone® program MasterCard®

The Reward Zone® program MasterCard® card is available to U.S. residents (excluding U.S. territories) of at least 18 years of age. Businesses and other commercial entities are not eligible for Reward Zone program MasterCard accounts. By opening a Reward Zone program MasterCard account, ("MasterCard Account") you represent that you are at least 18 years of age or older and you agree to the rules set forth below. The Reward Zone program MasterCard card includes both Reward Zone program benefits and MasterCard card benefits. Your Reward Zone program membership will expire if no purchases are made using the Reward Zone program membership during a calendar year. Your Reward Zone program MasterCard card is nontransferable and is subject to present and future Reward Zone program rules.

Employees of Best Buy Stores L.P. ("Best Buy"), its affiliates and subsidiaries, and others who are eligible for employee-based discounts, or members of any corporate or industrial account of Best Buy ("Employees of Best Buy") are eligible for the Reward Zone program MasterCard card (Subject to credit approval and certain geographical restrictions) but may not be eligible for special promotional offers using the Reward Zone program MasterCard at Best Buy. Employees of Best Buy who ordinarily are eligible for employee discounts will continue to be eligible for those discounts when the Reward Zone program MasterCard is used. Employees of Best Buy may not be eligible for certain limited time promotional offers outside Best Buy.

Earn Points

As a member of the Reward Zone program, earn 1 point ("Point") for every \$1 you spend on qualifying purchases (see "Non-Qualifying Items" below) when you show your Reward Zone program Membership Card ("Membership Card") or Reward Zone program MasterCard and at the time of purchase in store at Best Buy stores, or when you enter your Membership number online for BestBuy.com® purchases. Members also receive an additional 1 bonus Point for every 1 Point earned for qualifying purchases made using the Reward Zone program MasterCard and at Best Buy store locations and online at BestBuy.com. Members also earn 1 Point for each \$2 dollars of Net Purchases outside Best Buy when using the Reward Zone program MasterCard card. In addition, certain limited time promotions may be offered for Net Purchases outside Best Buy store locations or BestBuy.com that may enable Members to earn additional points. Net Purchases means any purchase of goods or services, excluding: 1) refunds, returns, and/or unauthorized transactions; 2) cash advances; or 3) any transaction that is equivalent to a cash transaction, such as, but not limited to, the purchase of wire transfers, money orders, bets, lottery tickets or casino gaming chips.

Points will post to your Reward Zone program account approximately 30 days from purchase, date of delivery or date of shipment. Earn additional Points through special offers and promotions. Point calculations are based upon dollars spent at checkout on qualifying purchases (see "Non-

Qualifying Items" below). When products are returned to the store or by mail, Points will be deducted from your Reward Zone program account for that purchase/return. Points apply only to the first Membership Card or Reward Zone program MasterCard and scanned in connection with any purchase. Membership Cards, Points, and Reward Certificates ("Certificate(s)") have no cash value. Membership Cards, Reward Zone program MasterCard cards and Points are nontransferable. Lost or stolen Membership Cards will not be replaced. Best Buy is not responsible for communications, including Certificates, lost due to change of address or other contact information. Other restrictions or exclusions may apply.

Except for purchases at Best Buy stores or BestBuy.com, purchases at stores or other businesses owned by Best Buy Co., Inc., or any of its subsidiaries will be treated as purchases outside of Best Buy.

Get Rewards

For every 250 points you earn in the Reward Zone program, you will be eligible to receive Certificates redeemable for a \$5 discount off your future purchase of any qualifying products or services at participating Best Buy retail store locations. Certificates are not redeemable toward online purchases. 250 points are automatically deducted from your account for every \$5 in Certificate value issued to you. Check MyRewardZone.com for details on choices you have about how Certificates are issued to you. Certificates will be issued (by mail or electronically at MyRewardZone.com) approximately 6-8 weeks after reaching the issuance level you choose. Certificates are coupons for discounts off future in-store purchases and may only be redeemed for a discount off purchase amounts equal to or greater than the amount of the sum of the Certificates presented for redemption at Best Buy retail stores, excluding tax. Certificates may be used in conjunction with most other discounts or offers toward the purchase of products not to exceed purchase amount. Unless noted otherwise on the Certificate, each Certificate will expire if not redeemed within 180 days from the date it is issued. Certificates have no cash value and no change will be given for Certificate redemption. Certificates may only be used once. You may be notified of additional Non-Qualifying products and services. Lost, stolen, or expired Certificates will not be replaced. Other restrictions or exclusions may apply. Best Buy is not responsible for communications, including Certificates, lost due to change of address or changes in other contact information.

Non-Qualifying Items

Reward Zone program Points will not be earned for the following: instant rebates and the value of mail-in rebates on purchases, Best Buy Gift Card purchases, purchases paid by Reward Certificate, sales tax, state fees, shipping charges, delivery charges, restocking fees, other excluded charges, and certain items that are excluded in particular promotions. Other exclusions may apply.

Reward Zone program Certificates may not be redeemed for discounts off the following items: prior purchases, purchase of Gift Cards, as payment on any Best Buy credit card or Reward Zone program MasterCard card, or for tax or state fees. Other exclusions may apply.

Membership Cancellation, Modification, Expiration and Termination

You may cancel your Reward Zone program Membership (but not your Reward Zone program MasterCard card) at any time by notifying Member Services by mail, email or telephone. Cancellation may take from 6 to 8 weeks to finalize.

Best Buy may, at any time, terminate or modify the Reward Zone program and program rules without any further obligations to members.

If you make no eligible purchase using your Reward Zone program Member number during a calendar year, your Reward Zone program Membership will automatically expire on the last day of that calendar year.

If your Reward Zone program MasterCard card or Reward Zone program Membership account is cancelled or expires, Certificates will be issued for accrued points that remain in the account. Regardless of the Certificate level that you may have chosen to have Certificates issued, Certificates will be issued for any \$5 Certificate amount that has been earned. Any points that remain in your account that are insufficient to qualify you for a \$5 Certificate will be forfeited. Partial Certificates will not be issued.

If your Reward Zone program MasterCard account is closed or cancelled, your Reward Zone program account Membership may continue to exist separate from your closed, cancelled or terminated Reward Zone program MasterCard account, however different rules may apply.

Best Buy reserves the right to terminate your membership, in its sole discretion.

Member Communications

You may view your Reward Zone program account activity online at MyRewardZone.com. For information about your Reward Zone program account (but not your MasterCard Account), contact Member Services with your Member ID.

- You can contact us by mail at:

Best Buy Reward Zone program

P.O. Box 9312

Minneapolis, MN 55440-9312.

- By email, contact us at: rewardzone@bestbuy.com.

- By phone, call toll free: 1-888-BEST BUY (1-888-237-8289) and select Reward Zone program option.

You may view your MasterCard Account online at RewardZoneMasterCard.com. For more information about your MasterCard Account (but not your Reward Zone program account), contact HSBC Customer Care at 1-800-419-4959.

General Program Information

The Reward Zone program is brought to you by Best Buy Stores L.P. ("Best Buy"). By becoming a member of the Reward Zone program, you agree to receive advertising, marketing materials and other communications from Best Buy, BEST BUY, the BEST BUY logo, the tag design, the Reward Zone program and other logos and taglines are the intellectual property of Best Buy Enterprise Services Inc., licensed to Best Buy Stores L.P. and others under controlled conditions. MasterCard is a registered mark of MasterCard International, Incorporated. Membership rules are void where and to the extent prohibited by law. Taxes may apply where required by law.

Privacy Policy

The information you provide as a Member of the Reward Zone program will be handled according to Best Buy's Privacy Policy. If you are interested in learning more about Best Buy's privacy practices, please contact Best Buy at 1-888-BEST BUY (1-888-237-8289) or visit BestBuy.com. The information you provide as a cardmember of the Reward Zone program MasterCard card will be handled according to HSBC Bank Nevada N.A.'s Privacy Policy. To learn more about HSBC Bank Nevada N.A.'s privacy practices, please contact HSBC at 1-800-419-4959 or visit www.rewardzonemastercard.com and click on the "Privacy Statement Link."

RZMC APP (11/06)

BILL OF SALE

This BILL OF SALE (the "Bill of Sale") dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Nevada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation and HSBC Receivables Funding Inc. II, a Delaware corporation (each, a "Transferring Entity"), in favor of Capital One, National Association, a national banking association ("CONA"), and Capital One Bank (USA), National Association, a national banking association ("COBNA"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation ("Purchaser");

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the "Agreement");

WHEREAS, pursuant to Section 2.1(a) of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity's right, title and interest in, to and under the Acquired Assets that are tangible personal property (the "Applicable Acquired Assets");

WHEREAS, pursuant to Section 10.2 of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to Sections 3.2(c) and 3.3(b) of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entities to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annex A hereto, all of such Transferring Entity's right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

a. From time to time each Transferring Entity and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors or assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Sale as contemplated in this Bill of Sale and the Agreement.

b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shall be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.

c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.


d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.10 and 10.13.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

[signature pages have been distributed separately]

HSBC FINANCE CORPORATION

By: 
Name: Gregory T. Zeeman
Title: Executive Vice President and
Chief Operating Officer, USA

831

HSBC

03:40:55 p.m. 25-04-2012

18/23

831

HSBC

03:40:59 p.m. 25-04-2012

17/23

HSBC RETAIL SERVICES INC.

By: Mike Reeves
Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

HSBC BANK NEVADA, N.A.

By: Mike Reeves
Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Bill of Sale]

[Signature Page to Bill of Sale]

831

HSBC

03:41:02 p.m. 25-04-2012

18/23

831

HSBC

03:41:06 p.m. 25-04-2012

19/23

HSBC CARD SERVICES INC.

By: Mike Reeves
Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

HSBC RECEIVABLES ACQUISITION COMPANY I

By: Mike Reeves
Name: Mike Reeves
Title: Executive Vice President, Chief Financial
Officer and Treasurer

[Signature Page to Bill of Sale]

[Signature Page to Bill of Sale]

HSBC RECEIVABLES FUNDING INC. II

By: 

Name: Mike Reeves

Title: Executive Vice President, Chief Financial Officer and Treasurer

CAPITAL ONE NATIONAL ASSOCIATION

By: 

Name: Murray P. Abrams

Title: Executive Vice President, Corporate Development

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CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

By: 

Name: Murray P. Abrams

Title: Executive Vice President, Corporate Development

Annex A

Allocations

1. The following Applicable Acquired Assets are hereby assigned to COBNA but only to the extent such Applicable Acquired Assets relate to the products set forth on Schedule A hereto (provided that any such Applicable Acquired Asset that is not fully separable between COBNA and CONA based on the products set forth on Schedule A shall not be assigned to COBNA and is instead hereby assigned to CONA in accordance with paragraph (2) below):

Acquired Assets

- i. All CRS Accounts and all Gross Receivables and Accrued Interest and Fees related to the CRS Accounts, and all Charged Off Accounts and the right to any recoveries or collections with respect thereto;
- ii. All CRS Account Agreements, pending applications for CRS Accounts and outstanding solicitations for CRS Accounts;
- iii. All loans associated with CRS Accounts (other than the Excluded Accounts);
- iv. The right to receive Interchange Fees and annual or other fees from Borrowers under the CRS Accounts, including the *pro rata* portion of any annual or other fees from Borrowers under the CRS Accounts for any period after the Effective Time;
- v. The *pro rata* portion of any fees paid in connection with the CRS Business for any period after the Effective Time;
- vi. the Books and Records and Cardholder List;
- vii. All BINs and ICAs used for the CRS Accounts;
- viii. Any security deposits related to Acquired Assets (if any);
- ix. Rights to provide the Enhancement Services and the right to provide enhancement services currently offered by the Sellers in connection with the CRS Business through third parties or Affiliates of Sellers that are not Selling Entities; and
- x. The Other Specified Assets that are: (1) loans without recourse, (2) contra credit balances, (3) other miscellaneous receivables and (4) unbilled and accrued interest less the *pro rata* portion of annual or other fees.

2. All of the Applicable Acquired Assets other than (i) the Transferred Intellectual Property and (ii) the Applicable Acquired Assets that are transferred to COBNA pursuant to paragraph (1) above are hereby transferred to CONA.

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Schedule A

Products

1. American DreamCard
2. Cash Rewards
3. Client 5221
4. DAMARK (containing the Damark Visa logo but not the Damark Internat'l - Inactive logo)
5. Direct Merchants Bank Discover Network Card
6. Direct Reward Platinum Discover Network Card (Organic & Secondary)
7. Direct Rewards Platinum MasterCard
8. DMB
9. Household Bank
10. Household Bank - unsecured
11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
12. Household Bank Refund Rewards Buying Card
13. Household Bank Secured
14. Household Bank Visa
15. HSBC
16. HSBC American Express
17. HSBC Discover Network Card
18. HSBC Platinum MasterCard
19. HSBC Platinum Visa
20. Metris Co
21. Orchard Bank Standard Secured
22. Orchard Bank Unsecured
23. Platinum MasterCard - Unbranded
24. Platinum Visa - Unbranded
25. Premier World MasterCard
26. Red Hat Society